

AGENDA REQUEST FORM

The School Board of Broward County, Florida

Meeting Date 9/19/2006	Open Agenda <input type="checkbox"/> Yes <input type="checkbox"/> No	Time Certain Request <input type="checkbox"/> Yes <input type="checkbox"/> No	Agenda Item Number J-7
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TITLE:
Termination of Lease Agreement between The School Board of Broward County, Florida and Sunrise Jewish Center for Piper Community School

REQUESTED ACTION:
Approve the authorization to terminate the lease agreement between The School Board of Broward County, Florida and Sunrise Jewish Center for Piper Community School.

SUMMARY EXPLANATION AND BACKGROUND:
On February 1, 2005 the School Board entered into a two (2) year lease with the Sunrise Jewish Center for the use of 5,100 square feet of space within the Center on Pine Island Road, Sunrise, Florida.
Due to a history of insufficient enrollment at the Sunrise Jewish Center, the use of that facility is no longer required. The affected students will be relocated to the Piper Community School campus.
Under the provisions of article 3.04, the School Board may terminate this agreement with thirty (30) days written notice to the other party. Upon approval, staff will immediately provide a letter to the Sunrise Jewish Center. The Community School North Principal desires to terminate the lease at this location prior to the first date start of the new quarter, October 23, 2006. The students will report directly to the Piper Community School Campus.


SCHOOL BOARD GOALS:


- Goal One: All students will achieve at their highest potential.
- Goal Two: All schools will have equitable resources.
- Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement.
- Goal Four: All stakeholders will work together to build a better school system.

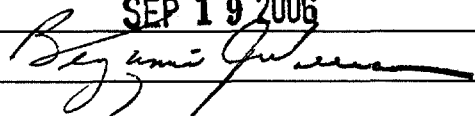
FINANCIAL IMPACT:
The overall financial impact will result in a net savings of \$58,520, including the \$6,110 unamortized balance of the improvements, plus utilities and refuse collection.

EXHIBITS: (List)

1. Lease Agreement
2. Supporting Documentation

BOARD ACTION <p style="text-align: center;">APPROVED</p> <small>(For Official School Board Records' Office Only)</small>	SOURCE OF ADDITIONAL INFORMATION Dr. Roseanne Belsito 754-321-7608 Name: Thomas Coates  Phone: 754-321-8351
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DIVISION OF FACILITIES AND CONSTRUCTION MANAGEMENT
MICHAEL GARRETSON, DEPUTY SUPERINTENDENT 

Approved in Open Board Meeting on: SEP 19 2006
By: , School Board Chair

Revised July 31, 2003
FT/MG/Coates/Messina/Walker

Exhibit 1

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this 1st day of ~~February~~ February, 2005, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SUNRISE JEWISH CENTER
(hereinafter referred to as "**LESSOR**"),
whose principal place of business is
4099 North Pine Island Road, Sunrise, Florida 33351

WHEREAS, The School Board of Broward County, Florida is desirous of leasing space for Piper Community School for the purpose of providing classroom space for ESOL programs; and

WHEREAS, the Sunrise Jewish Center is an appropriate site with 5,100 square feet, consisting of six (6) classrooms, a large meeting room, and several restrooms available for use; and

WHEREAS, Piper Community School shall occupy the property: Sunrise Jewish Center, 4099 North Pine Island Road, Sunrise, Florida 33351

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - CONDITIONS

2.01 **Leased Property.** The SBBC shall lease the following described property: 4099 North Pine Island Road, Sunrise Florida 33351.

2.02 **Lease Term.** The term of this lease is from February 1, 2005 through January 31, 2007.

2.03 **Hours of Operation.** The property herein leased may be used from 8:00 a.m. to 3:30 p.m. Mondays through Fridays, excluding Jewish Holidays.

2.04 **Rental.** The rental shall be \$4,000.00 per month payable the first of each month and includes all charges for Common Area Maintenance (CAM) and utilities.

2.05 **Building Rules.** The SBBC will abide by all rules and regulations concerning the use of the leased facility.

2.06 **ADA.** The Lessor hereby represents that the property herein meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facilities, for the use or occupancy intended by the SBBC.

2.07 **Asbestos.** The Lessor hereby represents that the property described herein is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Asbestos Materials in Schools, October 30, 1987, and Florida State Requirements for Educational Facilities (SREF) 1999, whichever is more stringent.

2.08 **Transfer.** The SBBC shall not assign or sublet the facilities delineated in this lease, or use said facilities or any part thereof, for any purpose other than set out in the Lease without consent of the Lessor.

2.09 **Condition of Premises.** SBBC shall accept the facilities as they are at the time of occupancy. Removal or change of location of any appliance or equipment, occasioned by the SBBC's use of said facilities, shall be made by the SBBC at the SBBC's expense, but no such removal or change shall be made without prior approval by the Lessor (which approval shall not unreasonably be withheld). Any appliance or equipment removed or relocated by SBBC shall be replaced as found.

2.10 **Heating and Air Conditioning.** The Lessor agrees to furnish to the SBBC heating and air conditioning service, to include system maintenance, changing filters and periodic cleaning of air flow and return vents, for the leased property during the term of the lease at the expense of the Lessor. Heating and air conditioning services shall be provided for the days and times as indicated in paragraph 2.03 above.

2.11 **Light Fixtures.** The Lessor agrees to maintain in the demised premises light fixtures installed for the use of the SBBC. The SBBC shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in such fixtures for normal interior lighting. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes, and starters used in all emergency and exit lights for the purpose of furnishing lighting in emergency conditions.

2.12 **Fire Protection.** The Lessor shall maintain and keep in good repair all fire prevention and detection devices, including fire alarm and sprinkler systems.

A. The Lessor will arrange for an annual testing and certification. A maintenance logbook recording the annual testing and maintenance will be kept with the system.

B. Fire Extinguishers will be placed according to code and certified annually. The Lessor is responsible for recharging discharged extinguishers.

2.13 Maintenance Repairs.

A. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices.

B. The Lessor shall maintain and keep in good repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the demised premises, except such breakage or damage caused to the exterior of the demised premises by the SBBC, its officers, agents of employees.

2.14 Utilities: The Lessor will promptly pay the charges for all electricity, gas and water used by the SBBC on the premises, during the term of this lease.

2.15 Indemnification.

A. By Lessor: Lessor agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SBBC: SBBC agrees to indemnify, hold harmless and defend the Lessor, its agents, servants and employees from any and all claims, judgments costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Lessor, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by SBBC, its agents, servants or employees; the equipment of SBBC, its agents, servants or employees while such equipment is on premises owned or controlled by Lessor; or the negligence of SBBC or the negligence of SBBC's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including Lessor's property, and injury or death of any person whether employed by SBBC, Lessor or otherwise.

2.16 Insurance. SBBC at all times during the term of this Lease shall carry general liability coverage in excess of \$500,000. Said insured's coverage shall be in force and effect during said hours and dates as described herein when the premises are used by SBBC. It is further understood and agreed by the parties to this Agreement that this Agreement does not waive any of the Board's immunity as provided by law.

ARTICLE 3 - GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity

under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by The School Board of Broward County through its Superintendent during the term hereof upon thirty (30) days written notice to the Lessor of its desire to terminate this Agreement. This Agreement may be cancelled by the Lessor during the term hereof upon thirty (30) days written notice to the School Board of its desire to terminate this Agreement

3.05 **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Clarkia D. Maiak
Administrator, Piper Community School
8000 NW 44th Avenue
Sunrise, Florida 33351

To Lessor:

Dr. Bruce Berkowitz, President
4099 North Pine Island Road
Sunrise, Florida 33351

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

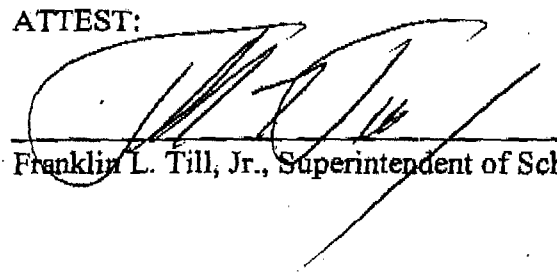
FOR SBBC

(Corporate Seal)

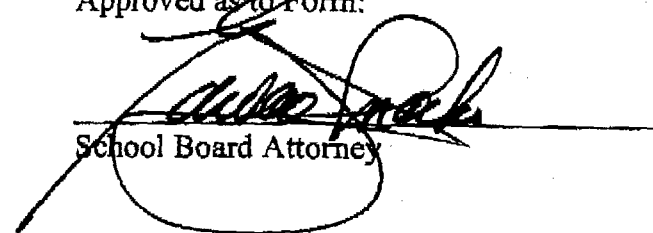
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Stephanie Arma Kraft, Esq., Chair

ATTEST:


Franklin L. Till, Jr., Superintendent of Schools

Approved as to Form:


School Board Attorney

FOR SUNRISE JEWISH CENTER

(Corporate Seal)

Sunrise Jewish Center

ATTEST:

By [Signature]
Dr. Bruce Berkowitz, President

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of July, 2004 by Bruce Berkowitz of Sunrise Jewish Center, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 4-9-08

[Signature]
Signature - Notary Public

Nancy S Ferguson
Printed Name of Notary

DD0288906
Notary's Commission No.

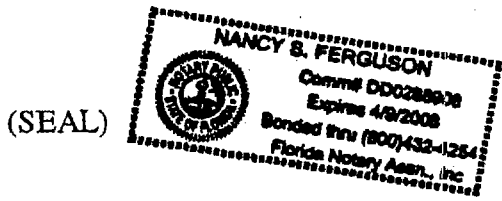


Exhibit 2

Supporting Documentation



COMMUNITY SCHOOL NORTH

Edgewood Administrative Center

1300 SW 32nd Ct

Ft. Lauderdale, FL 33315

Tel: 754-321-7606 / Fax: 754-321-7624

Dr. Roseanne Belsito, Principal

SEP 5 2006

To: Nick Messina, Property Coordinator

From: Dr. Roseanne Belsito, Principal
RB
Community School North

Re: Termination of Lease Agreement with Sunrise Jewish Center
4099 N. Pine Island Road
Sunrise, FL 33351

Date: August 28, 2006

Due to a history of insufficient enrollment at the Sunrise Jewish Center, I have decided to terminate the lease. I will accommodate the affected students on the campus of Piper Community School. I hope that the termination will be approved at the September 19, 2006 Board Meeting, thus allowing the students to resume their instruction on the Piper Community School campus as of the first date of the new quarter, which is October 23, 2006.

Thank you for scheduling this item for the September 19, 2006 Board Agenda. Please notify me if I need to provide you with further information.

CC Dr. Harry LaCava, North Central Area Superintendent
Ms. Fran Bolden, Area Director
Ms. Erin Marsh, Assistant Principal